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## **SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS**

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**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**  
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**SENSITIVE BUT UNCLASSIFIED**

**B.1 PRICING**

B.1.1 The Contract Price includes all labor, materials, equipment and services necessary to accomplish the construction required by the Contract Documents, including transportation to the site, storage, premiums for insurance and bank letters of credit required by the Solicitation Documents and/or the Contract Documents, permits, license and inspection fees, taxes, and all other items called for by the contract or otherwise necessary for performance of the contract. The Contract Price may be adjusted only by a written Contract modification signed by the Contracting Officer.

B.1.2 The contractor shall complete all work, including furnishing all labor, material, equipment and services as called for and required by the terms and conditions of this contract document and all attachments hereto. The maximum time allowable for performance has been identified in Section/Paragraph F.1, clause **52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)** (Reference FAR 11.404(b)). The price is a fixed-price and shall include all labor, materials, equipment, services, overhead and cost for insurance required by Section/Paragraph I.42a, 52.228-4, Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)

B.1.3 Taxes: All taxes must be paid by the contractor and included in the total price entered below. The Contractor is advised that the United States Government has an agreement concerning taxes as indicated in contract Section/paragraph G.10. The information provided in paragraph G.10 reflects the extent of the agreement between the Government of the Russian Federation Government and U.S. Government concerning tax and provides detailed guidelines for submitting VAT documentation to the Government.

B.1.3.1 VAT will be reimbursed by the Government in accordance with CLIN 0002 below.

B.1.3.2 All taxes other than VAT must be paid by the contractor and included in the total price entered below for Construction Services.

B.1.3.2 Contract Currency  
Contractors must submit their cost proposals in Russian Rubles.

**B.2 CONTRACT PRICE - CONTRACT LINE ITEM NUMBERS (CLIN)**

**PROJECT TITLE: Rerouting of cold water piping U.S. Embassy Moscow**

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**0001 Price for Design and Design-related costs (not including VAT)**

Russian Rubles \_\_\_\_\_

*The contractor shall enter in the space above, the amount included in the price for CLIN 0001 for all design costs.*

**0002 Price for Materials (not including VAT)**

Russian Rubles \_\_\_\_\_

*The contractor shall enter in the space above the amount included in the price for CLIN 0002 for all materials.*

**0003 Price for Installation, Testing, and Commissioning (not including VAT)**

Russian Rubles \_\_\_\_\_

*The contractor shall enter in the space above the amount included in the price for CLIN 0003 for installation, testing, and commissioning costs.*

**0004 Value Added Tax (VAT) Provisional Sum**

This Contract Line Item is a lot sum amount included in the contract price for direct reimbursement to the contractor for payment of Value Added Tax (VAT) **paid on materials, supplies, equipment, and services required to perform the contract and purchased for incorporation into the work.** Reimbursement of VAT shall be on a Ruble to Ruble basis and shall not include any fees, overhead, general administrative costs or profit. The contractor shall furnish Official Russian Federation Government documents evidencing the demand for payment of the VAT and an official receipt issued by the Russian Federation as evidence that the VAT was paid. See Section G for specific procedures. **Excluded from reimbursement under this CLIN: VAT on items such as: personal vehicles, personal dining and entertainment.**

Russian Rubles \_\_\_\_\_

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**NOTE: Responsibility of Contractor.** The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of Russia, or which the Governments of the United States and Russia have agreed shall not be applicable to expenditures in Russia by or on behalf of the United States.

**Notice of Changes.** The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in amount of CLIN 0002.

**Certification by Contractor.** The Contractor shall provide written certification to the Contracting Officer at the completion of the project as to any and all refunds received for taxes required to be paid under this contract.

**0005 GRAND TOTAL CONTRACT PRICE – CLINS 0001, 0002, 0003, 0004**

The contractor shall perform and complete all works necessary for CLINS 0001, 0002, 0003, 0004.

**GRAND TOTAL PRICE Russian Rubles**\_\_\_\_\_

The CLIN 0005 price will be the evaluated price in accordance with Section M.

**B.3 TYPE OF CONTRACT**

This will be a Firm Fixed-Price contract payable entirely in Russian Rubles. No additional sums will be payable on account of any escalation in the cost of materials, equipment, and services or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in currency exchange rates. Changes in the contract price or time to complete will be made only due to changes made by the Government in the work to be performed, or by delays caused by the Government.

**B.4 COST OF MATERIALS/EQUIPMENT**

The cost of any materials or equipment required in conjunction with the services rendered herein shall be included in the proposed fixed-price.

**B.5 RESERVED**

**B.6 RESERVED**



## **SECTION C**

# **SPECIFICATIONS AND DRAWINGS**

# **WORK STATEMENT**

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**C.1 PROJECT SCOPE** - The contractor shall provide the services as depicted in drawings and specifications listed below.

**C.2 DRAWINGS**

Drawing Nos.

11-7107-CX-rp, dated 11.19.11

11-7107-CX-CB, dated 12.19.11

11-7107-CX-COM, dated 12.21.11

**C.3 SCOPE OF WORK**

Scope of Work dated January 13, 2012, by U.S. Department of State, Overseas Buildings Operations

**C.4 PERIOD OF PERFORMANCE**

**Construction Performance.** The total contract period of construction is one hundred and eighty **(180)** days from the contract execution date.

Day shall mean calendar day (see Section H.42.3).

**C.5 RESERVED**



## SECTION D

# PACKING AND MARKING

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**D.1 MATERIALS SHIPPING ADDRESS**

Materials delivered to the site shall be marked in accordance with this section.

**D.2 DEPARTMENT OF STATE MAIL AND COURIER ADDRESS**

Packages sent via courier service (i.e., DHL, Airborne Express, etc.) shall be addressed as follows.

U.S. Department of State  
Bureau of Overseas Buildings Operations  
M/OBO/PDCS/SPC – Room 1120  
Attn: **Charles G. Krips**  
1701 N. Fort Myer Drive (17th Street Entrance)  
ARLINGTON, VA 22209

**D.3 PACKAGING REQUIREMENTS FOR MAIL AND COURIER SHIPMENT OF DOCUMENTS AND DRAWINGS**

Separate packaging of electronic media and hardcopy material

The prime Contractor and any associated subcontractors will package all drawings and electronic media (SBU and unclassified) in separate mailing packages. Specifically, electronic media will be transported in electronic media packages that contain no other drawings or hard copies of any kind, beyond that of transfer/receipt documentation. Hardcopy (paper) drawing and documents will be packaged separately.

Double wrapping and addressing of packages

For all shipping methods, the prime contractor and any associated subcontractors will ensure that all project documentation, SBU and unclassified, is double wrapped with both layers addressed properly and labeled with the sender's address. No indication that the contents are SBU should appear on the outer wrapper. Document tracking receipts should be packaged inside the inner wrapping with the materials the receipt describes.

Packaging heavy materials in appropriate containers

In applying the above double wrapping and addressing procedures, items sent via US mail or commercial carrier weighing more than one (1) pound shall have the inner package enclosed within an appropriately sized double-walled box or, for rolled drawings, a manufactured mailing tube. The cardboard box or mailing tube counts as the second layer of wrap.



# SECTION E

## INSPECTION AND ACCEPTANCE

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*Note:*

*Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.*

*Clauses numbered DOSAR 652.XXX... Are Department of State Acquisition Regulation Clauses.*

**E.1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996) (Reference 46.312)**

**E.2 SUBSTANTIAL COMPLETION**

Definitions.

E.2.1. "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer or Contracting Officer's Representative in writing to the Contractor, on which the work or a portion thereof designated by the Government is sufficiently complete and satisfactory, in accordance with the requirements of the Contract Documents, that it may be occupied or utilized for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which (1) do not interfere with the intended occupancy or utilization of the work, and (2) can be completed or corrected within the time period required for final completion. (See Division 1, Section 01771 for Substantial Completion procedures).

E.2.2 "Date of Substantial Completion." means the date determined by the Contracting Officer or Contracting Officer's Representative of which substantial completion of the work has been achieved.

**E.3 RESERVED**

**E.4 FINAL COMPLETION AND ACCEPTANCE**

E.4.1 Definitions.

E.4.1.1 "Final Completion And Acceptance" means the stage in the progress of the work as determined by the CO or COR and confirmed in writing to the Contractor, on which all work required under the contract has been completed in a satisfactory manner in accordance with the requirements thereof, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

E.4.1.2 "Date Of Final Completion And Acceptance" means the date determined by the Contracting Officer as of which final completion of the work has been achieved, as indicated by written notice to the Contractor. (See J.3.4, Specifications, J.3.4, Division 1, Section 01771, Final Completion and Acceptance procedures

**E.5 QUALITY ASSURANCE AND QUALITY CONTROL**

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**E.5.1 CONSTRUCTION QUALITY ASSURANCE AND QUALITY CONTROL**

E.5.1.1 The Contractor shall institute an appropriate inspection system including checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract requirements. Copies of the weekly inspection reports shall be provided to the COR seven (7) days after end of weekly period.

E.5.1.2 Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any conditions beyond the responsibility of the Contractor shall be brought to the attention of the Contracting Officer or COR, for disposition.

E.5.1.3 Monthly Report: The Contractor shall render a monthly progress report, summing up observations resulting from the inspections, progress, difficulties or irregularities encountered resolution of problems, measures taken to improved conditions, recommendations, and other matters related to this contract. This monthly report shall be submitted to the COR, together with the Contractor's monthly invoice.

E.5.1.4 Inspection by Government: The services being performed hereunder and the supplies furnished will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

E.5.1.5 The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

**E.6 INSPECTION OF SERVICES**

**52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)**

(a) *Definition*. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the authorities having jurisdiction for the City of Moscow covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the US Government during contract performance and for as long afterwards as the contract requires.

(c) The US Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

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**E.7 RESPONSIBILITY FOR SUPPLIES**

**52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)**

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is Freight on Board (f.o.b.) origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this clause shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this clause shall apply.

(d) Under paragraph (b) of this clause, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

**E.8 RESERVED**

**E.9. RESERVED**



## **SECTION F**

# **DELIVERIES AND PERFORMANCE**

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**CLAUSES INCORPORATED BY REFERENCE**

**FAR SOURCE                      TITLE, DATE, REFERENCE**

*Note:*

*Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.*

*Clauses numbered DOSAR 652.XXX... Are Department of State Acquisition Regulation Clauses.*

**F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) Alternate I (APR 1984) (Reference 11.404)**

- (a) The contractor shall be required to commence work under this contract within ten (10) days after issuance of the Notice to Proceed (NTP).
- (c) The completion date/period: The period of performance shall be calculated from the date of contract execution and shall be no more than one hundred eighty **(180)** days.

F.2 Reserved

**F.3 RESERVED**

**F.4 52.211-13 TIME EXTENSIONS (SEPT 2000) (Reference 11.503)**

**F.5 52.242-14 SUSPENSION OF WORK (APR 1984) (Reference 42.1305)**

**F.6 RESERVED**

**F.7 WORKING HOURS** -shall be normal business hours as established by the local authorities.

**F.8 EXCUSABLE DELAYS**

F.8.1 The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default (see Section/Paragraph I.153). Examples of such cases include (1) acts of God or of the public enemy; (2) acts of the United States Government in either its sovereign or contractual capacity; (3) acts of the government of the host country in its sovereign capacity; (4) acts of another contractor in the performance of a contract with the Government; (5) fires; (6) floods; (7) epidemics; (8) quarantine restrictions; (9) strikes; (10) freight embargoes; and (11) unusually severe weather.

F.8.2 In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

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**F.9 DELIVERABLES/SUBMITTALS** F.9.1 The contractor shall furnish the following deliverables listed below as well as all other identified under this contract.

Reference	Description	Qty	Delivery Date	Deliver to:
1	Payment Request <i>Sec/Para I.136</i> <i>See Section G</i>	1	last calendar day of each month	COR
2	Warranties <i>Division 1, Sec. -01771</i> <i>FAR 52.246.21</i>	1	With request for inspection for Substantial Completion.	COR
3	Updates to Construction Schedules <i>Clause 52.236-15 &amp; Div 1, Section 01321</i>	1	last calendar day of each month	COR
4	Project Schedule (PES) <i>Div 1, Section 01321</i>	5	PES - 30 days after contract award	COR
5	Final Record Documents <i>Div 1, Section 01771</i>	5	With request for inspection for Substantial Completion	COR
6	CQCP – Contractor’s Quality Control Plan <i>Div. 1, Section 01401</i>	1	No later than 30 calendar days after award	COR
7	Request for Certification for Substantial Completion <i>Div. 1, Section 01771</i>	1	After completion of all tasks listed in Div. 1, Section 01771, para. 3.02	COR
8	Request for Final Inspection and Final Testing <i>Div. 1, Section 01771</i>	1	After completion of all tasks listed in Div. 1, Section 01771, Para. 3.03B	COR
9	Final Record Documents <i>Div. 1, Section 01771</i>	1	2 DVDs, 1 full size and 1 half size drawings, copies of other documents	COR

**F.10 RESERVED**

**F.11 PROJECT EXECUTION SCHEDULE**

F.11.1 Project Execution Schedules shall be submitted to the COR for acceptance. The schedule shall be in the form of a bar chart and show the order in which the Contractor proposes to perform the work and the dates on and time periods within which the Contractor contemplates starting and completing the various portions of the work, in the form and containing such detail as is required by the Contract Documents. The Contractor shall revise

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such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the Contract Time, and (3) as required by the COR to achieve coordination with work by the Government and separate contractors. If the Contractor fails to submit any schedule or schedule revision within the time prescribed, the COR may withhold approval of progress payments until the Contractor submits the required schedule or schedule revision.

F.11.2 Acceptance of schedule. When the Government has accepted any time schedule, it shall be binding upon the Contractor. The Contract Time is fixed by the contract, and may be extended only by a written Contract modification, Change Order or Supplemental Agreement signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) be effective to extend the Contract Time or obligate the Government to do so, (2) constitute acceptance or approval of any delay, nor (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion within the Contract Time.

F.11.3 Recording progress. The Contractor shall record the actual progress of the work against the approved schedules in the form and at intervals as may be required by the COR.

F.11.4 Notice of delay. In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the Contract Time, the Contractor shall notify the COR of the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the Contract Time should be revised. Such notice shall be given promptly and not more than 20 calendar days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved Progress Schedule shall only be made with the approval of the COR.

F.11.5 Maintenance of progress. If the Contractor falls behind an approved schedule, the Contractor shall take steps necessary to improve its progress or overcome any delays and ensure completion of the work within the Contract Time, without additional cost to the Government. In this circumstance, the contractor shall demonstrate how the approved rate of progress will be regained and shall submit for acceptance any supplementary schedule or schedules. Methods may include: increase of any or all of the number of shifts, overtime operations, days of work, and the amount of construction plant.

F.11.6 Schedule revision and equitable adjustments. Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the any failure to adhere to the performance schedule resulting from alleged excusable delay. If the Contracting Officer determines that any failure to perform results from one or more of the causes for an excusable delay, the relevant schedules shall be revised, subject to the rights of the Government under the termination clause of this contract, and, if and to the extent considered appropriate in the judgment of the Contracting Officer, an equitable adjustment shall be made in the Contract Time.

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**F.12 DOCUMENTATION OF REQUESTS FOR EXTENSION**

F.12.1 Any request for extension of time must be made within 20 calendar days after the occurrence of the event giving rise to the delay and be supported by the following data, and any other relevant data requested by the COR:

F.12.2 For any delays for which an extension of time is requested, (a) the exact date and degree of work stoppage, (b) the date of resumption of any or all parts of such work, and (c) a description of the nature of the delay and the degree, if any, to which the Contractor could have reasonably anticipated and guarded against such delay or damage incidental thereto.

F.12.3 For delays in receipt of Contractor furnished materials, (a) the date the materials were ordered, (b) the dates of anticipated delivery at the port of entry and at the project site, (c) the date the materials were scheduled for use or installation by the Contractor, (d) the date the materials were shipped, and (e) the dates the materials were actually received at the port of entry, cleared customs, and were delivered to the project site.

F.12.4 For delays in receipt of Government furnished materials, (a) the same data as in paragraph (2) (c) and (e) above.

F.12.5 For delays in receipt of Government approvals of submittals properly prepared, reviewed and approved by the Contractor before their submission as required by the Contract Documents, (a) the date of submission, (b) the date approvals were received by the Contractor, and (c) the date that installation or fabrication indicated by the submittals were begun, compared with the dates indicated by the current approved construction schedule and schedule of submittals.

F.12.6 For weather delays, (a) average weather conditions during a comparable period over the preceding ten years, (b) a daily log recording the actual weather conditions during the relevant time period, and (c) the dates work affected by the weather conditions were scheduled to be performed and the actual dates of performance.

**F.13 SUSPENSION OF WORK- NONCOMPLIANCE WITH CONTRACT REQUIREMENTS**

In the event the Contractor, after receiving written notice from the Contracting Officer or the COR of non-compliance with any requirement of this contract, fails to promptly initiate such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

**F.14 NOTICES TO PROCEED**

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F.14.1 At the time of contract award, the Contractor must commence work to furnish the necessary document submittals within specified time. This work includes continued development of the Project Execution Schedule (PES) that was submitted by the contractor with the cost proposal. The contractor shall incorporate all comments into an Initial Project Execution Schedule (IPES) and resubmit them to the Contracting Officer within 30 days of award. Failure of the Government to find all mistakes and omission in the proposal schedule does not relieve the contractor of contract requirements.

F.14.2 RESERVED

F.14.2.1 RESERVED

F.14.2.2 NTP – At Time of Contract Award. Upon receipt of the Final NTP, contractor must prosecute the work required hereunder, completing performance not later than the time period established in the contract. Issuance of a Construction NTP by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

F.14.2.3 Performance Time – Contractor shall note that the contract performance period commences with the issuance of the contract.

F.14.2.2 RESERVED



# **SECTION G**

# **CONTRACT ADMINISTRATION DATA**

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*Note:*

*Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.*

*Clauses numbered DOSAR 652.XXX... Are Department of State Acquisition Regulation Clauses.*

### **G.1 PAYMENT SCHEDULE AND INVOICE SUBMISSION**

(a) General. The Government shall pay the contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in Section B of this contract.

(b) Payments Schedule. Before the first progress payment under this contract becomes due, the Contractor shall prepare a Detailed Estimate for Progress Payments itemizing the Contract Price in the form and in such detail as is required by the Contract Documents (See Division 1, Section 01200).

(c) Invoice Submission. Invoices shall be submitted in an original and 2 copies (See the SF 1442 Block 27) to the office identified in Block 10 of the SF-26, Block 23 of the SF-33, or Block 18b of the SF-1449. To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment" (see Section/Paragraph I.141).

(d) Contractor Remittance Address. Payments shall be made to the contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified. See Section/Paragraph G.8.

### **G.2 DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)** (Reference DOSAR 642.272(a))

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

### **G.3 DETAILED ESTIMATE FOR PROGRESS PAYMENTS**

Before the first progress payment under this contract becomes due, the Contractor shall prepare a Detailed Estimate for Progress Payments itemizing the Contract Price in the form and in such detail as is required by the Contract Documents. The values in the Detailed Estimate will be used as a basis for determining progress payments, but will not be conclusive as to the amounts due the Contractor or as to the value of changes in the work. The Contractor's overhead and profit shall be prorated throughout the life of the contract.

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**G.4 MONTHLY PROGRESS PAYMENT REQUESTS (Application for Payment)**

G.4.1 Payment requests. The Contractor may submit requests for progress payments at monthly intervals. Each application shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.4.2 Stored materials. Unless otherwise provided in the Contract Documents, material delivered that will be incorporated into the structure may be included in a request for payment, provided the material is delivered on the site, or is delivered to the Contractor and properly stored in a bonded warehouse, storage yard or similar suitable place in the vicinity of the project as may be specified in the Contract Documents or approved by the COR, and is suitably insured against loss, damage and theft. If a request for payment includes delivered material on the site, the Contractor shall furnish with the request for payment such evidence as may be required as proof of quantity and value of such materials. If a request for payment includes delivered material permitted by the Contract Documents or the COR to be stored off the site, the Contractor shall furnish with the request for payment properly executed bills of sale for the delivered material upon which payment is being made. The Contractor shall remain responsible for such stored materials.

**G.5 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS**

The Contractor shall submit with the request for payment a certification that the Contractor has (a) made full payment from the proceeds of prior payments, and (b) that he will make timely payment from the proceeds of the progress or final payment for which request is being made, to his subcontractors and suppliers in accordance with the Contractor's contractual arrangements with them.

**G.6 AUTHORITY OF CONTRACTING OFFICER**

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract, except that the Contracting Officer and the Procurement Executive shall have the right to designate authorized representatives to act for the Contracting Officer, as specifically provided in the designation of that individual, such as a Contracting Officer's Representative (COR).

**G.7 PAYMENT**

G.7.1 General. The Contractor's attention is directed to Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts" (see Section/Paragraph I.136). The following subsections elaborate upon the information contained therein.

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G.7.2 Detail of Payment Requests. Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.7.2.1 The contractor shall submit the original signed copy of each invoice to the following address, without full supporting documentation:

*Private Mail delivered by express mail or courier shall be addressed: **SEE G.8***

G.7.2.2 The contractor shall furnish a complete signed copy of each invoice to the OBO Project Director, including all supporting documentation.

G.7.3 Evaluation by the Contracting Officer. Following receipt of the Contractor's request for payment and on the basis of an inspection of the work, the CO or COR shall make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer or COR does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5 (see Section/Paragraph I.136), the Contracting Officer or COR shall advise the Contractor of the reasons therefore.

G.7.3.1 Additional Withholding. Independently of monies retained by the Government under 52.232-5, or otherwise as permitted to be retained under this contract, the Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover --

G.7.3.1.1 Wages or other amounts due the Contractor's employees on this project;

G.7.3.1.2 Wages or other amounts due employees of subcontractors on this project;

G.7.3.1.3 Amounts due suppliers of materials or equipment for this project; and

G.7.3.1.4 Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

G.7.4 Payment. In accordance with Federal Acquisition Regulation 32.908(b) (1) the 14-day period identified in FAR 52.232-27(a) (1) (i) (A) (see Section/Paragraph I.143) is changed to 30 days.

G.7.5 Contracting Officer Approval. The first and last payments must be approved by the Contracting Officer.

## **G.8 INVOICING**

G.8.1 The Contractor's invoice shall be submitted in triplicate to the address provided by the COR.

G.8.2 The COR shall determine if the billed services have been satisfactorily performed and if the expenses billed are correct. If it is determined that the amount billed is incorrect, the COR, will approve undisputed portion of the invoice and notify contractor in writing.

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G.8.3 Invoices shall list the item delivered by reference to the appropriate submittal, item number, price, and actual delivery date. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

G.8.3.1 Name and Address of the contractor

G.8.3.2 Date of invoice

G.8.3.3 Contract number; also modification number, if applicable

G.8.3.4 Description of Services Rendered

G.8.3.5 Unique invoice number

G.8.3.6 Accounting and appropriation number

**G.9 CONTRACT PROGRESS PAYMENT**

Payments to the contractor for services completed under this contract shall be made in accordance with the following clauses:

**I.136 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS**

G.9.1 Monthly invoices may be submitted for construction services in accordance with Section/Paragraph I.136.

**G.10 TAX RELIEF PROCEDURES (See Section B CLIN 0004 for VAT)**

(a) *General.* This clause supplements FAR 52.229-6, Taxes – Foreign Fixed-Price Contracts (Reference 29.402-1(a)). The prices set forth in this contract are exclusive of all taxes and duties from which the U.S. Government is exempt by virtue of agreement between the U.S. Government and The Government of the Russian Federation.

(b)(1) *Procedures.* The Contractor shall follow the procedures in paragraph (c) of this clause regarding tax relief as provided in the agreement between the U. S. Government and The Government of the Russian Federation. The diplomatic tax privilege belongs to the U.S. Government, and applies to taxes and duties payable to the host country that are directly attributable to contract costs identified in paragraph (c) as subject to exemption, e.g., taxes or duties levied by the host country on labor and materials that are applied to or utilized in performance of this contract. Taxes and duties covered by an agreement with The Government of the Russian Federation may include, but are not limited to: sales taxes, value added taxes, consumption taxes, duty taxes, permit taxes, and municipal taxes levied on contract costs. The Contractor is responsible for all taxes and duties not specifically identified herein as subject to exemption, including taxes generally imposed on the operation/profit of business entities performing services in The Government of the Russian Federation (e.g., corporate and personal income taxes).

(2) The procedures in paragraph (c) are based on the current tax relief agreement between the U.S. Government and The Government of the Russian Federation and are subject to change. The U.S. Government shall reimburse the Contractor for any after-imposed tax or

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for any tax or duty specifically excluded from the contract price that the Contractor is required to pay or bear, including any interest or penalty paid, provided that the Contractor received written authorization from the Contracting Officer before making such payment. In order to receive reimbursement for any tax or duty, the Contractor must provide the Contracting Officer with the original official Russian Federation documents evidencing the demand for payment of any taxes or duties and an official host country receipt of payment of taxes and duties. With prior written authorization and provision of the requisite documents, the Government shall increase the contract price accordingly. Failure on the part of the Contractor to provide the requisite documents shall preclude reimbursement by the Government. The Contractor shall promptly report any after-relieved taxes or duties.

(c) Value Added Tax. The following procedures are included in, or are derived from; the agreement negotiated with the host country and is hereby incorporated into this clause:

**Value Added Tax (VAT)**

The Contractor will be reimbursed for VAT actually paid by the Contractor for project-related purchases. If VAT is not due on certain purchases it will not be reimbursed to the Contractor.

Responsibility of the Contractor: The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the U.S. Government, the Contractor, or subcontractor, or the transactions or property covered by this contract are exempt under the laws of The Russian Federation.

As part of the cost proposal, the Contractor shall submit an estimate of the VAT that the Contractor will have to pay. This estimated amount will not include overhead and profit. Also, as part of this VAT estimate, the Contractor shall submit a written statement that sets forth (1) the Contractor's understanding of the applicable VAT laws and regulations, and (2) project-related purchases for which the VAT will apply. VAT reimbursement will be made for actual VAT paid. VAT will not be reimbursed for purchases for personal use or any purchases not related to the U.S. Embassy Moscow renovation project.

The Contractor is responsible for submitting claims for VAT reimbursement in compliance with the following procedures. The Project Director will return to the Contractor any submission that does not conform to the following guidelines as follows:

- Contractor shall submit the **original** agreement with local vendor in Russian. The agreement must be signed and stamped by both parties.
- The vendor's invoice must have a separate line item amount for VAT.
- The contractor must submit the "Proforma" invoice (factual invoice) which is provided by the vendor to the contractor after the services are provided.
- All receipts must be stamped as Paid in Full.

The U.S. Embassy, Moscow will make VAT submissions every three (3) months.

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Special Notes:

- The Contractor's VAT reimbursement claims forms must be submitted on a monthly basis, as part of the monthly Application and Certification for Payment and not later than the last day of the month for which the claims are submitted.
- VAT privileges are not extended to Contractor personnel for personal purchases
- VAT for gasoline, diesel or any other fuels or gases will not be reimbursable.
- Property rental, leases and any cost associated with living or housing of Contractor personnel in Moscow is not VAT reimbursable.
- Rentals and leasing of equipment, housing, or offices are not subject to VAT and are not reimbursable.

(d) *Remedies.* The Government may impose the following remedies in the event the Contractor fails to follow the procedures outlined in paragraph (c) of this clause. These actions are in addition to any other remedies available to the Government:

(1) The Contracting Officer may suspend contract payments in accordance with the procedures at FAR 32.503-6(a) (1).

(2) The Contracting Officer may terminate the contract for default in accordance with the procedures at FAR Subpart 49.4.

(3) The Contracting Officer may refer the case to the agency suspension and debarment official, in accordance with agency procedures, pursuant to FAR Subpart 9.4.

*Audit.* The Contracting Officer shall have the right to examine and audit all records and other evidence regarding the Contractor's compliance with the requirements of this clause.

## **G.11 ADVANCE PAYMENTS**

**G.11.1** Advance payments may be made under this contract in accordance with 52.232-12.



## SECTION H

# SPECIAL CONTRACT REQUIREMENTS

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*Note:*

*Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.*

*Clauses numbered DOSAR 652.XXX... Are Department of State Acquisition Regulation Clauses.*

## **H.1 Reserved**

## **H.2 RESERVED**

## **H.3 INSURANCE**

### **H.3.1 Amount of Insurance.**

H.3.1.1 the Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation" (see Section/Paragraph I.43). **As required by this clause, the Contractor is required to provide whatever insurance is legally necessary in the Russian Federation and provide proof of coverage prior to the issuance of the Notice to Proceed.** The Contractor, shall, at its own expense, provide and maintain this coverage during the entire performance period.

H.3.1.2 The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

H.3.2 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

H.3.3 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.3.4 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

H.3.5 Insurance-Related Disputes. Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.3.6 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within **thirty (30) calendar days** after contract

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award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

**H.4 RESERVED**

**H.5 RESERVED**

**H.6 SAFEGUARDING OF INFORMATION**

The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the Contracting Officer or COR. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media without the prior written authorization of the contracting officer or COR. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

**H.7 RESERVED**

**H.8 RESERVED**

**H.9 DOCUMENTS - OWNERSHIP AND USE**

**H.9.1 Ownership and Use of Drawings, Specifications, Software, and Models.**

**H.9.1.1 Ownership.** All drafts, revisions, and versions of specifications, drawings, software code, databases, and models (digital, tangible, and scale), and all copies thereof, generated in the performance of the Contract or furnished to the USG in the performance of the Contract ("Documents") shall be and are the exclusive property of the Government.

**H.9.1.2 Use and Return.** Unless otherwise provided in the contract, the Documents shall not to be used by anyone on other work; and, with the exception of the signed contractor set; all copies thereof shall be delivered to the USG upon or before final completion of the work under the Contract.

**H.9.2 Supplemental Documents.** The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply

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with the requirements of the supplemental documents. Unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract performance period.

H.9.3 Record Documents. During the performance of the Contract work, the Contractor shall maintain at the project site a current, marked set of Contract drawings and specifications indicating all interpretations and clarifications, contract modifications, change orders, and any other departure from the Contract requirements approved by the Contracting Officer, and a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

H.9.4 "As-Built" Documents. With the request for inspection for Substantial Completion, the Contractor shall provide complete sets of "as-built" drawings based upon the record set of drawings, marked to show the details of construction as actually accomplished, and record shop drawings and other submittals, in the number and form as required by the specifications. Final As-Built Documents submittal shall be provided after Final Completion but before Final Acceptance and shall incorporate any additional changes.

## **H.10 REQUIREMENT FOR SHOP DRAWINGS**

As defined at contract clause 52.236-21, Specifications and Drawings for Construction (FEB 1997) (see Section/Paragraph I.6), shop drawings are required under this contract.

## **H.11 RESERVED**

## **H.12 GOVERNING LAW**

The laws of the United States shall govern the contract and the interpretation thereof.

## **H.13 LAWS AND REGULATIONS**

H.13.1 The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of The Russian Federation, and with the lawful orders of any governmental authority having jurisdiction. The Russian Federation authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

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H.13.2 Labor, Health and Safety Laws and Customs. The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

H.13.3 Subcontractors. The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.13.4 Evidence of Compliance. Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

#### **H.14 RESERVED**

#### **H.15 WAR RISKS**

H.15.1 Notwithstanding the language of any Contract clause entitled "Default," or any other provision of this contract, and except as set forth in paragraph H.15.6 below, the Government assumes the risk of loss or damage to and/or destruction of, completed or partially completed work performed under this contract, and materials delivered to the site, where such loss, damage, and/or destruction occurs by, or as a result of war risks such as civil commotion, riot, sabotage, insurrection, rebellion, revolution, or hostile or warlike action, including action in hindering, combating, or defending against an actual impending or expected attack by any government or sovereign power (de jure or de facto) or by any authority using military, naval or air forces, and agrees that the Contractor shall not be responsible for such loss, damage and/or destruction. If directed in writing by the Contracting Officer (CO), the Contractor shall proceed to replace and/or repair such part of the completed work as may have been lost, damaged, and/or destroyed as herein set forth, and in such event, an equitable adjustment shall be made in accordance with existing procedures.

H.15.2 If the Contractor carries any insurance which the CO determines may cover any of the risks assumed by the Government under this section, the Contractor shall make demand against the insurer in the amount recoverable, and to reduce its claim hereunder by the net amount recovered from the insurer or, at the option of the CO, assign to the Government its rights against the insurer for the risks covered by this clause and, upon the request of the CO, furnish to the Government, and (at the Government's expense), all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment or subrogation in favor of the Government) in obtaining recovery. Any indemnification or other coverage of such risks under the laws or regulations of the countries in which the work is performed or from any other source shall be pursued and treated in the same manner as above in this paragraph. If the total amount of compensation from the above sources exceeds the amount of the allowable claim, such excess shall be paid to the Government.

H.15.3 The Contractor shall give the CO prompt notice of any loss of, damage to, and/or destruction of, property for which the Government has assumed the risk under this clause, and

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shall furnish evidence or proof of such loss, damage, and/or destruction in such manner or form as may be required by the CO.

H.15.4 The Government is not obliged to replace or repair the work that has been lost, destroyed, or damaged. Except for payments by the Government, if the Contractor is in any way compensated for any loss or destruction to the work, the Contractor, as directed by the CO, shall either:

H.15.4.1 Use the proceeds to repair, renovate, or replace the work involved; or

H.15.4.2 Pay such proceeds to the Government.

H.15.5 The Contractor shall indemnify and save harmless the Government from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from any act or omission of the Contractor, its agents, employees, or any subcontractor, in the execution or protection of the work. The Contractor's assumption of liability continues independent of the coverage of any insurance policies.

H.15.6 Failure to agree to any adjustment contemplated under this section shall be a dispute within the meaning of the Disputes Clause. However, nothing in this Section shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein required.

## **H.16 ASSIGNMENT**

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the previous written consent of the Contracting Officer.

## **H.17 REVIEW OF DOCUMENTS AND LOCAL CONDITIONS**

H.17.1. Each Offeror is responsible for:

H.17.1.1. Thoroughly examining the Solicitation Documents and the proposed Contract Documents and understanding the requirements thereof.

H.17.1.2. Visiting the project site and verifying all pertinent site conditions.

H.17.1.3. Knowing all applicable U.S. and host country laws and regulations, including host country laws and regulations concerning the importation of labor and materials, taxes, or otherwise bearing on the performance of the Contract.

H.17.1.4. Familiarizing itself with all codes, standards and other documents referenced in the proposed Contract Documents.

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H.17.1.5. Ascertaining the availability of all materials and equipment necessary to produce the work required by the proposed Contract Documents, of sufficient skilled labor to perform the work, and of the availability of transportation to the site.

## **H.18 INDEMNIFICATION AGAINST CLAIMS AND ENCUMBRANCES**

The Contractor shall indemnify the Government for any and all costs or damage which the Government may suffer by reason of the failure of the Contractor to comply with this contract, and in this connection agrees to defend the building(s), premises, and the Government, against such claims or encumbrances. In the event that any such claim or encumbrance is not promptly removed, the contractor agrees to defend the building(s), premises, and the Government, against such claims or encumbrances. In the event that any such claim or encumbrance is not promptly removed or otherwise disposed of to the satisfaction of the Contracting Officer, the Government may, at its discretion, satisfy or remove such encumbrance, and the Contractor shall be liable for any expenses, including any legal fees, incurred by the Government therein.

## **H.19 OTHER SERVICES NOT TO RELIEVE CONTRACTOR**

In the interest of expediting the project, the Government may, in its sole discretion, undertake to provide additional services for or on behalf of the Contractor which are not required of the Government under this contract, such as assisting the Contractor in obtaining customs clearances other than those for which the Government is responsible, tax exemptions, licenses, permits and approvals from local governmental authorities. However, the Government shall be under no obligation to do so, and neither the provision nor the failure to provide such services nor the manner in which such services are provided shall relieve the Contractor of or excuse the Contractor from any of its responsibilities under the contract.

## **H.20 ERRONEOUS REPRESENTATIONS**

The certifications and representations made by the Contractor, and in particular the certification regarding previous crimes, debarments, suspensions, and defaults contained in the representation and certification provision of the contract solicitation, are material representations of fact upon which the Government relies when awarding the contract. If it is later determined that such certifications and representations were erroneous, in addition to other remedies available to the Government, the Government reserves the right to terminate for default any contract resulting from the solicitation.

## **H.21 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER**

H.21.1 The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided,

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that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

H.21.2 Contracting Officer Representative (COR): The Government control of the Project at the site shall be under the direction of the COR. The COR is the authorized representative of the Contracting Officer as to the interpretation of the Contract Drawings, Specifications, and other contract terms within the COR's express delegation of authority from the Contracting Officer which will be provided in writing. The COR shall obtain the decision of the Contracting Officer when necessary.

H.21.3 U.S. Government Personnel. No Government representative, unless that representative is designated or appointed as a Contracting Officer, has authority to issue technical direction which: (1) Constitutes an assignment of additional work outside the Statement of Work; (2) Constitutes a change as defined in the contract clause entitled "Changes;" (3) In any manner causes an increase or decrease in the total price or the time required for contract performance; or (4) Changes any of the expressed terms, conditions or specifications of the contract. Any work performed by the Contractor at the direction of other than a warranted Contracting Officer, acting within the limitations of their authority, shall be at the Contractor's own risk and expense.

## **H.22 ORDER OF PRECEDENCE**

H.22.1 In addition to the provisions of contract paragraph I.6, clause 52.236-21, Specifications And Drawings For Construction (FEB 1997) and the provisions of paragraph C.2 on the Order of Precedence, the following order of precedence shall apply:

H.22.2 Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

H.22.2.1 The Schedule.

H.22.2.2 Representations and other instructions.

H.22.2.3 Contract clauses.

H.22.2.4 Other documents, exhibits, and attachments.

H.22.3 Any inconsistency among the Contract Documents shall be resolved by giving precedence in the following order: In case of differences between small and large scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other like portions of the work.

H.22.4 In case of apparent error, discrepancy, or omission in the Construction Documents furnished by the Government to the Contractor, the Contractor shall submit the question promptly to the COR for clarification. The COR shall review the question and respond in writing. If it is determined by the COR that there is an error, discrepancy, or omission, and changing it would modify the contract, the Contractor must request a written decision from the CO. The Contractor shall not proceed with any affected work before receipt of CO's written

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approval. Until that decision is received, any affected work shall be entirely at the contractor's own risk and expense.

## **H.23 REFERENCED STANDARDS**

H.23.1 Incorporation by reference. The referenced portions of all documents and publications (such as manuals, handbooks, codes, standards and specifications) issued by any technical society, trade or professional organization or association, or regulatory or governmental authority which are cited in the Contract Documents for the purpose of establishing requirements applicable to equipment, materials or workmanship under this contract, shall be deemed to be incorporated herein as fully as if printed and bound with the specifications of this contract, in accordance with the following:

H.23.2 Wherever reference is made to any such document, the Contractor shall comply with the requirements set out in the edition specified in this contract, or if not specified, the latest edition or revision thereof, as well as the latest amendment or supplement thereto, in effect on the date of the solicitation for this project, except as modified by, as otherwise provided in, or as limited to type, class or grade, by the specifications of this contract.

H.23.3 No provision of any such referenced document or standard shall be effective to change the responsibilities of the Government, the COR, or their consultants, agents and employees from those set forth in the Contract Documents, nor to assign to any of them any responsibility, duty or authority for safety precautions or procedures or to supervise or direct the performance of the work.

H.23.4 Copies to be provided by Contractor. The Contractor shall have available at the Project site, for inspection and reference by the COR, a copy of each manual, handbook, code, standard or specification which is incorporated by reference in this contract and which governs quality and workmanship.

## **H.24 NOTIFICATION OF DIFFERING SITE CONDITIONS**

H.24.1 Timely notification of differing site conditions as defined at Contract Clause 52.236-2, Differing Site Conditions (APR 1984) (see Section/Paragraph I.82), is required. In addition to the provisions of the contract clause, the following shall apply.

H.24.2 Timely notice required. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required promptly within 30 calendar days from the discovery of the conditions upon which the request for an equitable adjustment is based.

## **H.25 EQUITABLE ADJUSTMENTS**

H.25.1 Documentation of Proposals for Equitable Adjustments.

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H.25.1.1 Direct Costs. Direct costs shall be considered to include the following:

H.25.1.1.1 Material quantities by trades and unit costs, including delivery to the site. Manufacturing or subcontractor overhead and profit associated with material fabrication performed will be considered to be part of the material costs of the fabricated item delivered to the job site.

H.25.1.1.2 Labor breakdown by trades and unit costs, identified with the specific item of material to be placed or operation to be performed. Subcontractor overhead and profit associated with labor costs will be included in the unit costs.

H.25.1.1.3 Construction equipment exclusively necessary for the change.

H.25.1.1.4 Costs of preparation and/or revision to shop drawings resulting from the change.

H.25.1.1.5 Any incremental costs of insurance or employment taxes.

H.25.1.1.6 Bond costs, when the size of the change warrants revision.

H.25.1.2 Overhead and profit. The percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved. Price adjustments for deleted work shall include credits for overhead and profit. On proposals covering both increases and decreases in the Contract Price, the application of overhead and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.

H.25.1.3 Proposed time adjustments. The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable), and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety. See Section 01321 for required supporting documentation.

H.25.1.4 Release by Contractor. The price and time adjustment made in any Bilateral Contract modification shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment, including all indirect costs, and other costs such as delay, disruption, acceleration, and cumulative impact. Upon the issuance of such Contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

## **H.26 PRESERVATION OF REFERENCE POINTS AND BENCHMARKS**

The Contractor shall protect and preserve any established reference points or benchmarks and shall make no changes in their locations without the written approval of the COR. The Contractor shall notify the COR promptly should any reference points or bench marks be lost

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or destroyed or require shifting because of necessary changes in grades or locations and, if the COR so directs, the Contractor shall accurately replace or relocate such reference points or benchmarks.

## **H.27 CERTIFICATION OF BOUNDARY MARKERS**

Before starting construction on the site, the Contractor shall obtain from the responsible local officials and furnish to the COR written assurances certifying that the monuments or markers which delineate the site boundaries are placed in the correct position and that the proposed new construction and site development work, as staked-out by the Contractor, are wholly within the limits of Government ownership or leasehold. The Contractor's records shall adequately reference, by precise measurement to two or more nearby permanent structures or points, each boundary marker which has been placed or accepted by the local cadastral office and/or other responsible local authority. The Contractor shall be responsible for the accurate replacement of any boundary markers which are disturbed, obliterated or destroyed during the performance of the contract.

## **H.28 ORGANIZATION OF DRAWINGS AND SPECIFICATIONS**

Any organization of the Specifications into divisions or sections and the arrangement of the Contract Drawings are not intended to control the Contractor in dividing work among subcontractors, or to limit the work performed by any trade, except as may be required by any security arrangements under this contract.

## **H.29 RESPONSIBILITY OF CONTRACTOR**

H.29.1 Damage to Persons or Property. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.29.2 Responsibility for Work Performed. The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

H.29.3 Responsibility of the Contractor. It is the responsibility of the Prime Contractor to review and approve all submittals initiated by their respective subcontractors. Any submittal received by the Government for review and approval that has not been first reviewed and approved by the Prime Contractor may be summarily rejected without discussion.

## **H.30 ORGANIZATION AND DIRECTION OF THE WORK**

When this contract is executed, the Contractor shall submit within thirty (30) days after contract award to the COR required information concerning the executive and administrative

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organization, the personnel to be employed in connection with the work site under this contract, and their respective duties. The Contractor shall keep the data furnished current by revising or supplementing it as additional information becomes available.

### **H.31 CONSTRUCTION OPERATIONS**

#### **H.31.1 Operations and Storage Areas.**

**H.31.1.1 Confinement to Authorized Areas.** The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

**H.31.1.2 Vehicular Access.** The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

#### **H.31.2 Use of Premises.**

**H.31.2.1 Occupied Premises.** If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

**H.31.2.2 Requests from Occupants.** Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the COR for determination.

**H.31.2.3 Access Limited.** The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract, except as necessary to perform the required work.

### **H.32 SUBCONTRACTORS AND SUPPLIERS**

**H.32.1 Claims and Encumbrances.** The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material, men, and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable there for by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

#### **H.32.2 Approval of Subcontractors.**

**H.32.2.1 Advance notification required.** The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract.

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H.32.2.2 Data required. The advance notification required by this provision shall include—

- (1) A general description of the supplies or services to be subcontracted;
- (2) Identification of the proposed subcontractor, to include:
  - (A) Name and address of the firm;
  - (B) Address of principal offices;
  - (c) Name and address of each principal officer (e.g. President, Vice President, Secretary, and Treasurer);
  - (D) Names and addresses of corporate parents or of stockholders having a controlling interest in the firm.

H.32.2.3 Review and approval. The Government reserves the right to review proposed subcontractors for a period of fifteen (15) calendar days before providing notice of approval or rejection of any or all subcontractors. The Contractor shall not be eligible for an adjustment of time or money for any delay associated with the Government's review of proposed subcontractors. In the event the Contractor is required to replace a subcontractor as a result of the Government's review, the Government shall have an additional fifteen (15) days for review of the proposed substitute.

H.32.2.4 Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors if their participation in the project, as determined solely by the Government Contracting Officer, may jeopardize national security interests of the United States. The Contractor shall promptly release any subcontractor rejected at any time by the Government under this clause. The Contractor shall not be eligible for an adjustment of time or money for any delay associated with the Government's rejection of subcontractors under this clause.

### **H.33 RESERVED**

### **H.34 RESERVED**

### **H.35 CONTRACTOR PERSONNEL**

H.35.1 Removal of Personnel. The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.35.2 Notice to the Government of Labor Disputes. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer and COR.

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**H.35.3 Construction Personnel.**

**H.35.3.1 Not less than thirty (30) days after contract award**, the contractor shall submit to the Contracting Officer an initial list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 30 days to perform. For each individual, the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number

**H.35.3.2** Failure to provide any of the above information may be considered grounds for rejections and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

**H.36 SENSITIVE POSITIONS**

**Within thirty (30) days after contract award**, the Contractor shall submit to the COR a proposed staffing and supervision plan, identifying all positions of authority within the Contractor's organization and those of subcontractors which have been identified at that point in time. The COR, in consultation with the Contractor, shall identify which of these positions are to be considered sensitive. The Contractor, in consultation with the COR, shall then determine whether any subcontractors or key personnel which the Contractor contemplates using for the performance of the contract are known to have commitments or orientation which may constitute a potential security hazard for the Government, and shall take such steps as the COR may consider necessary to eliminate or minimize such security hazards. The Contractor shall not assign an employee to any given position or permit an employee of any subcontractor, regardless of citizenship, to occupy any position as has been determined by the COR to be a sensitive position, without the consent of the COR.

**H.37 RESERVED**

**H.38 MATERIALS AND EQUIPMENT**

**H.38.1 Selection and Approval of Materials.**

**H.38.1.1 Standard of quality.** All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

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H.38.1.2 Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the Contracting Officer, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the Contracting Officer. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. **In order to ensure a timely review the Contractor shall provide a submittal register thirty (30) days prior to start of construction activities showing when shop drawings, samples, or submittals shall be made.** When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.38.1.3 Custody of Materials. The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

H.38.1.4 Basis of Contract Price. The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.38.1.5 Use of Foreign Materials. Foreign materials proposed to be used on the project shall be detailed in the Construction Documents submittals.

H.38.1.6 Substitutions. (See Section J.1.10 for required form)

H.38.1.6.1 Prior approval required. Before substitutions proposed by the Contractor may be used in the project, the Contractor must receive approval in writing from the Contracting Officer. Any substitution request must be accompanied by sufficient information to permit evaluation by the Government, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. Requests for use of foreign materials must provide evidence the material meets all the requirements of the contract. Requests for substitutions must be made in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the

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Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

H.38.1.6.2 Approval through shop drawings. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.

H.38.1.6.3 Final approval on delivery. Acceptance or approval of proposed substitutions under the contract is conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.38.2 **"Or-Equal Clause"**. References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

H.38.3 Use and Testing of Samples.

H.38.3.1 Use. Approved samples not destroyed in testing will be sent to the Cor. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

H.38.3.2 Failure of Samples. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

H.38.3.3 Taking and testing of samples. Samples of various materials or equipment delivered to the site or in place may be taken by the COR for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.

H.38.3.4 Cost of additional testing by the Government. Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the

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expense of the Government. Samples which do not meet contract required will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.38.3.5 Directed Procurement. The Government may, at its option and upon notification to the Contractor, direct a specific location or source of procurement by the Contractor. In such event, the Contractor shall be responsible for placing the order, delivery and all related matters, subject to an equitable adjustment in the Contract Price, if applicable.

H.38.4 Allowance Items.

H.38.4.1 Definition. "Allowance items" means items designated as such by the Government in the Contract Documents which the Government has the option either to delete from the contract and procure directly, or to allow to remain in the contract as a responsibility of the Contractor to provide.

H.38.4.2 Quotations required. The Contractor shall, within 90 days after execution of the contract by the Government or other time period required by the Contract Documents or the COR, deliver to the COR quotations from suppliers for furnishing to the project site all of the allowance items listed in the Contract Documents. Based on an independent evaluation of the competitiveness of the quotations, the Contracting Officer will determine whether to procure directly the items in question, in whole or in part, or to instruct the Contractor to do so. The Contractor is entitled to receive, and the Contracting Officer shall furnish, a decision in these matters promptly after the receipt of the Contractor's quotations. Upon being advised of the Contracting Officer's decision, if the Contractor is to supply all or part of the allowance items, the Contractor shall promptly place the necessary orders for timely delivery and furnish copies of said orders to the COR.

H.38.4.3 Adjustment of allowance price (provisional sum). If the Government elects to procure the allowance item directly for subsequent installation by the Contractor, the portion of the provisional sum attributable to the procurement and handling of material (the provisional sum does not include overhead and profit) shall be subtracted from the Contract provisional sum. If the Government elects to have the Contractor provide the allowance item, in whole or in part, the Contract Price shall be appropriately adjusted to reflect the price for the items finally approved by the Contracting Officer.

H.38.5 Non-U.S. Dimensions and Thicknesses.

Dimensions and thickness of materials mentioned in the Specifications and shown on the Contract Drawings may be listed according to United States standards, but there is no intention to require that materials shall meet these dimensions exactly. The use of standard dimensions and thicknesses as used in work of equal or better quality in the project locality will be acceptable provided they meet the terms and conditions of this contract and will satisfy the Government's requirements. If dimensions or thicknesses other than as shown and specified are used, there shall be no change in story heights, or in outside dimensions of outer walls or

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partitions, and all connecting work shall be properly adjusted to any other variations due to the use of such units. Notwithstanding the COR's approval of non-U.S. dimensions and thicknesses, the Contractor shall be responsible for insuring that all portions of the work are properly connected (including portions connected to Government furnished materials and equipment and work by others.)

#### **H.38.6 Surplus Materials.**

H.38.6.1 Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, the cost of which is not included in the contract price.

H.38.6.2 Declaration of Surplus. It shall be the Contractor's responsibility at the completion of the project to declare to the appropriate local authorities, as required, any and all surplus imported materials or equipment retained or to be retained in the host country by the Contractor, and shall satisfy any required customs duties, taxes or other charges that become payable. Evidence of such declaration and satisfaction shall be submitted to the COR before final acceptance of the project.

#### **H.39 RESERVED**

#### **H.40 HAZARDOUS MATERIAL IDENTIFICATION**

**Reference Clause 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (See Section/Paragraph I.85) (Reference 23.303)**

In addition to the provisions of the referenced clause, the following shall apply.

H.40.1 Notification. The Contractor shall notify the COR in writing of all hazardous material deliveries five (5) calendar days before delivery of the material. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials.

H.40.2 Responsibility of Contractor. Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

H.40.3 Compliance with laws. The Contractor shall comply with applicable and host country laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

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H.40.4 Subcontracts. The Contractor shall insert this clause, including this paragraph (d), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this contract involving hazardous material.

#### **H.41 SPECIAL WARRANTIES**

H.41.1 Special Warranty Obligations. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-

- (1) Obtain all warranties that are required by the Contract documents and those that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Government, unless otherwise directed by the Contracting Officer; and
- (3) Enforce all warranties for the benefit of the Government, unless otherwise directed by the Contracting Officer.

H.41.2 Warranty information. The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than with request for inspection for Substantial Completion.

#### **H.42 DEFINITIONS**

H.42.1 In addition to the definitions provided in Section I, FAR 52.202-1 (see Section/Paragraph I.1), and the following definitions shall apply when used in connection with this contract:

H.42.2.1 "Contract," when referring to this agreement between the Government and the contractor, comprises and includes all of the following:

- H.42.2.1.1 the Government's solicitation that led to this award;
- H.42.2.1.2 all amendments to that solicitation;
- H.42.2.1.3 all requirements in the sections listed in the Order of Precedence clause, H.23;
- H.42.2.1.4 all authorities referenced as requirements in that solicitation, those answers, those amendments, those listed sections, or in any modifications to this contract;
- H.42.2.1.5 all modifications and change orders to this contract;

H.42.2.2 "Contract Drawings or Drawings", where indicated by the context, means those drawings specifically listed in the executed construction contract or as later incorporated into the contract by contract modification or change order.

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H.42.3 “Day” means a calendar day unless otherwise specifically indicated.

H.42.4 “Host Country” means the country in which the project is located.

H.42.5 “Material” means all materials, fixtures and other articles incorporated in or which are intended to remain with, the project.

H.42.6 “Notice to Proceed” means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under the contract as of a date set forth in the Notice.

H.42.7 RESERVED

H.42.8 “Project Data” includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

H.42.9 “Samples” are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

H.42.10 “Schedule of Defects” or “Punch List” means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the Contracting Officer has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.

H.42.11 “Separate Contractor” means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

H.42.12 “Work” means any and all permanent construction, which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

H.42.13 “Construction equipment” means all items used in performing the work for this project, but not to remain with the project.

H.42.14 “Government” means the Government of the United States of America.

H.42.15 “Post” means the United States diplomatic post for whose use the project is being constructed, unless otherwise designated by the Contracting Officer.

H.42.16 “Project” means the entire facility to be constructed at the site, of which the work under this contract may be the whole or a part.

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H.42.17 “Contracting Officer Representative (“COR”)” means a person designated and appointed in writing by the Contracting Officer. The COR shall be the Government’s representative on the project for technical operations. Certain and specific Contracting Officer duties may be delegated by the Contracting Officer to the COR. The COR is authorized to act on behalf of the Contracting Officer to perform only those duties expressly delegated by the Contracting Officer and as specifically set forth in the Contract Documents.

H.42.18 “Subcontractor” means a person or entity to which the Contractor has awarded a subcontract to perform a portion of the work at the site under this contract, and unless otherwise indicated, does not include material suppliers or manufacturers not performing work at the site.

H.42.19 “United States” or “U.S.” means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and possessions of the United States.

#### **H.43 INFORMATION CONCERNING THE RUSSIAN FEDERATION**

H.43.1 Information Concerning The People’s Republic of China. The offeror shall confirm and verify all information and shall not rely on data provided by the Government concerning The Russian Federation, such as climatological data at the site, local laws and customs, currency restrictions, taxes, or the availability of local labor, materials and transportation, etc. It is the responsibility of the Offeror to determine and gather the information necessary to perform this contract.

H.43.2 Information Obtained by Offeror. Before submitting a proposal, each Offeror shall, at its own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information which the Offeror requires.

H.43.3 Notice of Errors or Discrepancies. Offerors shall promptly notify the issuing office of any apparent ambiguity, inconsistency or error in or among the Solicitation Documents, the proposed Contract Documents, site data provided by the Government, and the requirements of applicable laws, regulations or customs, which they discover as a result of their examination of such documents or upon examination of the project site and review of local conditions affecting the performance of the contract. If necessary, the Government will issue Amendments to supplement the documents or correct any ambiguity, inconsistency or error found.

#### **H.44 CONFERENCES**

##### **H.44.1 Pre-Construction Conference**

Conference Date: To be determined  
Location: U.S. Embassy, Moscow

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H.44.1.1 A date will be set for the Pre-construction conference. The conference will be held at the time, date and place specified.

H.44.1.2 The contractor is requested to advise the Contracting Officer of attendee's names, social security numbers, passport numbers, and positions.

H.44.1.3 The contractor is responsible for making all arrangements and for all its costs and expenses to attend and participate in the Pre construction Conference.

H.44.1.4 Technical and contracting personnel will be available to discuss the project.

#### **H.45 CHANGE ORDER PROCESSING**

In the event a change to the contract is required, either due to a request from the Government or as identified by the Contractor, the Government will endeavor to issue an appropriate modification, if required, within thirty (30) days if within the authority of the Contracting Officers Representative or within sixty (60) days if additional approvals are required.

#### **H.46 RESERVED**

#### **H.47 ENGLISH LANGUAGE DOCUMENTATION REQUIREMENT**

All submittals provided by the contractor to the Government under this contract that are not provided in the English language shall be accompanied by an English language translation.

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Note:

Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.

Clauses numbered DOSAR 652.XXX... Are Department of State Acquisition Regulation Clauses.

**1. DEFINITIONS**

**I.1 52.202-1 DEFINITIONS (JUL 2004))** (Reference 2.201) (See section/paragraph H.42)

**I.2 Reserved**

**2. THE CONTRACT**

**2.1 ORGANIZATION AND INTERPRETATION OF DOCUMENTS**

**I.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)** (Reference 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

Federal Acquisition Regulation (FAR)

<http://www.acqnet.gov/far> or

<http://farsite.hill.af.mil/vffara.htm>

**Department of State Acquisition Regulation (DOSAR)**

<http://www.statebuy.state.gov/dosar/dosartoc.htm>

**I.4 Reserved**

**I.5 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)** (Reference 25.1103)

**I.6 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)**  
(Reference 36.521) (See section/paragraph H.28)

**I.7 52.236-21 I SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)--  
ALTERNATE I (APR 1984)** (Reference 36.521)

**I.8 DOSAR 652.243-70 NOTICES (AUG 1999)** (Reference DOSAR 643.104-70)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the

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address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

**I.9 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)** (Reference 52.107(d))

Portions of this contract are altered as follows: **See cross referenced data provided in the FAR Clauses.** All supplemental information and requirements were identified and provided in the RFP.

**I.9a 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)** (Reference 52.107(f))

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

**2.2 OWNERSHIP AND USE OF DOCUMENTS**

**See table of contents for applicable Section and Paragraph.**

Ownership and Use of Drawings, Specifications, and Models

Record Documents

“As-Built” Documents

**2.3 STANDARDS OF CONDUCT**

**I.10 52.203-3 GRATUITIES (APR 1984)** (Reference 3.202)

**I.11 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)** (Reference 3.404)

**I.12 RESERVED**

**I.13 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)** (Reference 3.502-3)

**I.14 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)** (Reference 3.104-9)

**I.15 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)** (Reference 3.104-9)

**I.15A 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)** (Reference 3.808)

**I.16 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)** (Reference 3.808)

**I.17 RESERVED**

**I.18 52.215-18 RESERVED**

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**I.19 52.223-6 DRUG-FREE WORKPLACE (May 2001)** (Reference 23.505)

**2.4 FINANCIAL RECORDS AND ACCOUNTING**

**I.20 RESERVED**

**I.21 RESERVED**

**I.22 RESERVED**

**I.23 RESERVED**

**I.24 RESERVED**

**I.25 RESERVED**

**I.26 52.242-13 BANKRUPTCY (JUL 1995)**

**2.5 MISCELLANEOUS**

**I.27 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)** (Reference 15.408)

**I.28 52.204-1 APPROVAL OF CONTRACT (DEC 1989)** (Reference 4.103)

This contract is subject to the written approval of Head of the Contracting Activity and shall not be binding until so approved.

**3. MODIFICATIONS AND PROPOSAL SUBMISSION**

**I.29 52.215-10 PRICES REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 2010)**  
(Reference 15.408)

**I.30 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—  
MODIFICATIONS (OCT 2010)** (Reference 15.408)

**I.31 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)**  
(Reference 15.408)

**I.32 52.215-13 SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT  
2010)**  
(Reference 15.408)

**I.33 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER  
THAN COST OR PRICING DATA—MODIFICATIONS (OCT 2010)** (Reference 15.408)

**I.34 52.215-21 I REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER  
THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997)--ALTERNATE II (OCT  
1997)**  
(Reference 15.408)

**I.35 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APRIL 1991)**

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I.36 RESERVED

**4. BONDS AND INSURANCE**

**4.1 PERFORMANCE AND PAYMENT SECURITY**

I.37 52.228-2 RESERVED

I.38 52.228-11 RESERVED

I.39 52.228-12 RESERVED

I.40 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999) (Reference 28.204-4)

*The Blanks are completed as follows:*

1. SAQMMA-12-R-0317

2. Department Of State

3. Address: A/LM/AQM/FDCD, Room L-600, SA-6, 1701 North Fort Myer Drive,  
Arlington VA 22209

4. (E) (1) TO BE IDENTIFIED BY THE CONTRACTOR

5. (E) (1) TO BE IDENTIFIED BY THE CONTRACTOR

6. (E) (1) TO BE DETERMINED BASED ON THE PERFORMANCE PERIOD OF THE  
CONTRACT.

I.41 52.232.12 ADVANCE PAYMENTS (MAR 2001)

**4.2 INSURANCE**

I.42 52.228-3 RESERVED

I.42A, 52.228-4, WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS  
(APR 1984) (Reference 28.309(b))

I.43 52.228-5 INSURANCE—WORKS ON A GOVERNMENT INSTALLATION (JAN 1997)  
(Reference 28.310)

**5. TIME**

**5.1 GENERAL REQUIREMENTS**

**See table of contents for applicable Section and Paragraph.**

F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK  
(APR 1984)

F.2 52.211-10I COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK  
Alt I (APR 1984)

F.3 52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)

I.72 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

**5.2 PROGRESS SCHEDULES**

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**I.44 SCHEDULES FOR CONSTRUCTION -**

**I.45 52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991) (Reference 42.1107)**

**5.3 DELAYS**

**I.46 52.211-13 TIME EXTENSIONS (SEPT 2000) (Reference 11.503)**

**See table of contents for applicable Section and Paragraph.**

Excusable Delays

Documentation of Requests for Extensions

**6. GOVERNMENT'S RESPONSIBILITIES**

**6.1 GOVERNMENTAL REPRESENTATIVES**

**I.47 52.236-4 PHYSICAL DATA (APR 1984) (Reference 36.504)**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by N/A - Contractor shall gather the required data during the site visit.

(b) Weather conditions: Contractor shall gather the required data during the site visit.

(c) Transportation facilities Contractor shall gather the required data during the site visit.  
(End of clause)

**6.2 GOVERNMENT-FURNISHED SERVICES**

**See table of contents for applicable Section and Paragraph.**

Zoning Approvals and Building Permits

Other Services not to Relieve Contractor

**6.3 GOVERNMENT-FURNISHED MATERIALS AND EQUIPMENT**

**I.48 52.245-1 GOVERNMENT PROPERTY (AUG 2010) (Reference 45.107)**

**I.49 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (AUG 2010)**

(Reference 45.107)

**I.50 52.245-3 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)**

**I.51 52.245-9 USE AND CHARGES (AUG 2010) (Reference 45.107)**

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**I.52 RESERVED**

**6.4 WORK BY THE GOVERNMENT AND SEPARATE CONTRACTORS**

**I.53 52.236-8 OTHER CONTRACTS (APR 1984) (Reference 36.508)**

**7. CONTRACTOR'S RESPONSIBILITIES**

**7.1 GENERAL RESPONSIBILITIES**

**I.54 RESERVED**

**I.55 RESERVED**

**I.56 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**  
(Reference 4.1301)

**I.57 RESERVED**

**I.58 RESERVED**

**I.59 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) (Reference 22.1705)**

**I.60 RESERVED**

**I.61 RESERVED**

**I.62 RESERVED**

**I.63 RESERVED**

**I.64 RESERVED**

**I.65 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984) (Reference 36.506)**

**I.66 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991) (Reference 36.507)**

**I.67 52.236-8 OTHER CONTRACTS (APR 1984) (Reference 36.508)**

**I.68 RESERVED**

**I.69 RESERVED**

**I.70 RESERVED**

**I.71 RESERVED**

**I.72 52.236-26 PRECONSTRUCTION CONFERENCE. (Feb 1995) (Reference 36.522)**

**I.73 RESERVED**

**I.74 RESERVED**

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**7.2 CONSTRUCTION OPERATIONS**

**I.75 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)** (Reference 36.510)

**I.76 52.236-12 CLEANING UP (APR 1984)** (Reference 36.512)

**I.77 DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)** (Reference 642.272 (b))

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

**7.3 RESERVED**

**7.4 TRANSPORTATION and SHIPPING**

**I.78 RESERVED**

**I.79 52.247-RESERVED**

**I.80 52.247-64 RESERVED**

**I.81 DOSAR 652.242-71 RESERVED**

**I.81a DOSAR 652.242-72 RESERVED**

**8. PRELIMINARY MATTERS**

**SITE CONDITIONS**

**I.82 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)** (Reference 36.502) (See section/paragraph H.24.1 and H.25)

**I.83 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)**

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(Reference 36.503)

**I.84 52.236-17 LAYOUT OF WORK (APR 1984)** (Reference 36.517)

**See table of contents for applicable Section and Paragraph.**

Preservation of Reference Points and Benchmarks

Certification of Boundary Markers

**9. PROTECTION OF PERSONS AND PROPERTY**

**9.1 SAFETY PROGRAMS AND PRECAUTIONS**

**I.85 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)** (Reference 23.303) (See section/paragraph H.40)

**I.86 52.223-3 I HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) -- ALTERNATE I (JUL 1995)** (Reference 23.303)

**I.87 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)**  
(Reference 23.1005)

**I.88 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)** (Reference 23.907)

**I.89 52.236-13 ACCIDENT PREVENTION (NOV 1991)** (Reference 36.513) (See section/paragraph H.4)

**I.89a DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)** (Reference DOSAR 636.513)

**I.90 52.236-13 I ACCIDENT PREVENTION (NOV 1991)--ALTERNATE I (NOV 1991)**  
(Reference 36.513)

**I.91 RESERVED**

**I.92 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)** (Reference 36.509)

**See table of contents for applicable Section and Paragraph.**

Watchmen

**10. SUBCONTRACTORS AND SUPPLIERS**

**10.1 GENERAL PROVISIONS**

**I.93 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)** (Reference 9.409(b))

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**I.94 52.244-2 SUBCONTRACTS (OCT 2010)** (Reference 44.204)

**I.95 52.244-6 -- RESERVED**

**10.2 ORGANIZATION OF DRAWINGS AND SPECIFICATIONS**

Reference:

Payments to Subcontractors (Section/Paragraph G.5)

Claims and Encumbrances (Section/Paragraph H.32.1)

Indemnification Against Claims and Encumbrances (Section/Paragraph H.18)

**10.3 SELECTION AND APPROVAL OF SUBCONTRACTORS**

**I.96 52.219-4 RESERVED**

**I.97 52.219-8 RESERVED**

**I.98 52.219-9 RESERVED**

**I.99 52.219-9 II RESERVED**

**I.100 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)** (Reference 19.811-3)

**I.101 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**  
(Reference 19.708)

**I.102 RESERVED**

**I.103 RESERVED**

**I.104 52.219-25 RESERVED)**

**11. CONSTRUCTION PERSONNEL**

**11.1 LABOR UTILIZATION**

**I.105 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**  
(Reference 22.103-5)

**I.106 52.222-3 CONVICT LABOR (June 2003)** (Reference 22.202)

**11.2 IMPORTED LABOR**

**I.107 52.222-29 NOTIFICATION OF VISA DENIAL (June 2003)** (Reference 22.810)  
Applicable only to persons hired in the United States

**11.3 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION**

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**I.108 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

(Reference 22.810)

**I.109 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

(Reference 22.810(b))

**I.110 52.222-26 EQUAL OPPORTUNITY (MAR 2007)**

(Reference 22.810)

**I.111 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR  
CONSTRUCTION (FEB 1999)**

(Reference 22.810)

**I.112 52.222-35 RESERVED**

**I.113 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)**

(Reference 22.1408)

**I.114 52.222-37 RESERVED**

**I.115 RESERVED**

**12. MATERIALS AND EQUIPMENT**

**12.1 GENERAL PROVISIONS**

**I.116 RESERVED**

**I.117 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)**

(Reference 36.505)

**I.118 52.223-RESERVED**

(a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content;

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(2) Submit this estimate to **Contracting Officer's Representative.**

**See table of contents for applicable Section and Paragraph.**

Selection and Approval of Materials

Directed Procurement

Allowance Items

Custody of Materials

**12.2 MATERIALS AND EQUIPMENT**

**I.119 52.203-6 RESERVED**

**I.120 52.251-1 RESERVED**

**I.121 RESERVED**

**12.3 IMPORTED MATERIALS, EQUIPMENT AND PERSONNEL**

**I.122 52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)**

**12.4 SUBMITTALS**

**See table of contents for applicable Section and Paragraph.**

Definitions

Review and Approval by Contractor

Submission

Action on Submittals

Variations in Submittals

Use of Submittals

Placement of Orders

Use and Testing of Samples

**12.5 HAZARDOUS AND POLLUTION**

See 9.1 SAFETY PROGRAMS AND PRECAUTIONS

**13. INSPECTION AND CORRECTION OF WORK**

**13.1 TESTS AND INSPECTIONS**

**I.123 RESERVED**

**I.124 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996) (Reference 46.312)**

**13.2 WARRANTIES AND GUARANTEES**

**I.125 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994) (Reference 46.710)**

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**I.126 52.246-21 I WARRANTY OF CONSTRUCTION (MAR 1994)--ALTERNATE I (APR 1984)**

(Reference 46.710)

**See table of contents for applicable Section and Paragraph.**

Special Warranties

**14. CHANGES AND EQUITABLE ADJUSTMENTS**

**14.1 GENERAL PROVISIONS**

**I.127 52.243-4 CHANGES (JUN 2007)** (Reference 43.205)

**I.128 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)** (Reference 43.205)

**I.129 52.243-7 NOTIFICATION OF CHANGES (APR 1984)** (Reference 43.107)

*The Blanks are completed as follows:*

**1. 30 calendar**

**2. 30**

**I.130a RESERVED**

**I.130b 52.248-3 RESERVED**

**14.2 CHANGES IN TIME**

**See table of contents for applicable Section and Paragraph.**

Time Extensions

**14.3 EQUITABLE ADJUSTMENTS**

**See table of contents for applicable Section and Paragraph.**

Basis for Equitable Adjustments

Documentation of Proposals for Equitable Adjustments

**15. PAYMENTS AND COMPLETION**

**15.1 CONTRACT PRICE**

**I.131 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)** (Reference 29.401-3)

**I.132 52.229-6 TAXES—FOREIGN FIXED-PRICE CONTRACTS (JUNE 2003)** (Reference 29.402-1)

**I.133 RESERVED**

**See table of contents for applicable Section and Paragraph.**

Excise Tax Exemption Statement for Contractors within the United States

**15.2 REQUESTS FOR PAYMENT**

**I.134 RESERVED**

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**I.135 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)** (Reference 32.1110)

*The Blanks are completed as follows:*

1. U.S. Department of State  
Global Financial Services  
Office of Claims
2. P.O. Box 150008  
Charleston, SC 29415-50008
3. Phone: 843-202-3896/5/4 FAX: 843-746-0725
4. Tony Teixeira/Brian Beckett/Emily Mills
5. [CommercialClaims@State.Gov](mailto:CommercialClaims@State.Gov)

**Alternate designation may be the Financial Management Officer, U.S. Embassy, Moscow**

**See table of contents for applicable Section and Paragraph.**

Detailed Estimate for Progress Payments  
Monthly Progress Payment Requests  
Certification of Payment to Subcontractors

**15.3 PAYMENTS**

**I.136 52.232-5 Payments under Fixed-Price Construction Contracts (Sept 2002)**  
(Reference 32.111) (See section/paragraph G.7.1 and G.7.4)

**I.137 RESERVED**

**I.138 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)** (Reference 32.806)

**I.139 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)** (Reference 32.1110)

**See table of contents for applicable Section and Paragraph.**

Additional Withholding  
Invoicing

**15.4 FAILURE OF PAYMENT**

**I.140 52.232-17 INTEREST (OCT 2010)** (Reference 32.617)

**I.141 52.232-25 PROMPT PAYMENT (OCT 2008)** (Reference 32.908(c)) [See section/paragraph G.1. (c)]

**I.142 RESERVED**

**I.143 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)**  
(Reference 32.908(b)) (See section/paragraph G.7.6)

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See table of contents for applicable Section and Paragraph.

Currency Fluctuation

**15.5 SUBSTANTIAL COMPLETION**

**I.144 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)** (Reference 36.511)

**15.6 FINAL COMPLETION AND ACCEPTANCE**

See table of contents for applicable Section and Paragraph.

**16. CLAIMS, DISPUTES AND PROTESTS**

**I.145 52.233-1 DISPUTES (JUL 2002)** (Reference 33.215)

**I.146 52.233-1 I DISPUTES--ALTERNATE I (DEC 1991)** (Reference 33.215)

**I.147 52.233-3 PROTEST AFTER AWARD (AUG 1996)** (Reference 33.106)

**I147A 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**  
(Reference 33.215(b))

**17. SUSPENSION AND TERMINATION**

**17.1 SUSPENSION BY GOVERNMENT**

**I.148 52.242-14 SUSPENSION OF WORK (APR 1984)** (Reference 42.1305)

**17.2 TERMINATION FOR CONVENIENCE**

**I.149 52.249-2 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (Fixed-Price)** (May 2004) (Reference 49.502)

**I.150 52.249-2 I TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) -- ALTERNATE I (SEP 1996)** (Reference 49.502)

**I.151 RESERVED**

**I.152 RESERVED**

**17.3 TERMINATION FOR CAUSE**

**I.153 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)** (Reference 49.504)  
Erroneous Representations

**18. ADMINISTRATION**

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**I.154 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**  
(Reference 4.303)

**I.155 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)** (Reference 4.1104)

**I.155a RESERVED**

**I.156 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)** (Reference 24.104)

**I.157 52.224-2 PRIVACY ACT (APR 1984)** (Reference 24.104)

**I.158 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)** (Reference 53.111)

SECTION J

LIST OF ATTACHMENTS

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**SECTION J**

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SECTION J

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**SUMMARY**

**J.1 ADMINISTRATIVE DOCUMENTS**

- J.1.1 DOS Contractor's Release Certificate, Apr 1978
- J.1.2 RESERVED
- J.1.3 RESERVED
- J.1.4 RESERVED
- J.1.5 RESERVED
- J.1.6 RESERVED
- J.1.7 RESERVED



## **SECTION K**

# **REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

Part IV -- Representations and Instructions  
SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS  
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Note:

*Clauses numbered 52.XXX... Are Federal Acquisition Regulation Clauses.*

*Clauses numbered 652.XXX... Are Department of State Acquisition Regulation Clauses.*

**NOTE: 52.204-7, Central Contractor Registration, is included in this solicitation.**

***The following information is provided for the purpose of completing the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>.***

*Small Business Program Representations (May 2004)*

*(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.*

*(2) The small business size standard is \$33.5 Million in receipts over the last three years.*

**K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2011) (Reference 4.1202)**

(a) **(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.**

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s)

**Part IV -- Representations and Instructions**  
**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND**  
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and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K.2 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)** (Reference 36.520)

**K.3 RESERVED**

**K.4 DOSAR 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)** (Reference DOSAR 625.7002(a))

(a) Definitions. As used in this provision:

"Foreign person" means any person other than a United States person as defined below.

"United States person" means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

(End of provision)

**K.5 DOSAR 652.228-70 RESERVED**

**K.6 DOSAR 652.236-71 RESERVED**

**K.7 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**  
(Reference 9.104-7(b))

(a) *Definitions.* As used in this provision—

**Part IV -- Representations and Instructions**

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

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“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more;  
or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c) (1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall enter the information in paragraphs (c) (1) (i) through (c) (1) (iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

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**SECTION L**

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**L.1     52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

<http://www.statebuy.state.gov/>

**L.2     SOLICITATION PROVISIONS IN FULL TEXT**

**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

**52.233-2 SERVICE OF PROTEST (SEPT 2006)**

(a)     Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer.

(b)     The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.3     QUALIFICATIONS OF OFFERORS**

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

(1)     Be able to understand written and spoken English;

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- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references for company and Project manager;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

**L.4 REVIEW OF DOCUMENTS**

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Any ambiguity in the solicitation, including specifications and contract drawings, must be reported immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than ten working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

**L.5 SUBMISSION OF OFFERS**

**L.5.1 SUMMARY OF INSTRUCTIONS**

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Each offer shall consist of the following physically separate volumes:

<b>Volume</b>	<b>Title</b>	<b>No. of Copies*</b>
I	Executed Standard Form 1442, <i>Solicitation, Offer and Award (Construction, Alteration, or Repair)</i> , and completed Section K	3
II	Price Proposal and Completed Section B. The price proposal shall include a completed Section J, Attachment 4, "Breakdown of Proposal Price"	3
III	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	3

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or the address set forth below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 1442).

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The offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

**L.5.2 DETAILED INSTRUCTIONS**

L.5.2.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K. Also, Volume 1 must include Price proposal and Section B.

L.5.2.3 Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required contract completion schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

**PROPOSED WORK INFORMATION - Provide the following:**

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- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

EXPERIENCE AND PAST PERFORMANCE - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;
- (10) Percent turnover of contract key technical personnel per year; and
- (11) Any terminations (partial or complete) and the reason (convenience or default)
- (12) Identify any accidents or safety concerns that occurred and resolution.

**L.6 PRE-PROPOSAL CONFERENCE**

The Government has schedule a Pre-Proposal conference at the U.S. Embassy, East Wing Conference room on April 3, 2012 at 9:30AM.

**L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)**

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a

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solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Ms. Kristen Skipper at 8531 3342 by fax**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

L.8     RESERVED

*L.9     FINANCIAL STATEMENT*

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party that includes:

Income (profit-loss) Statement that shows profitability for the past **3** years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply

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with a request for this information may cause the Government to determine the offeror to be nonresponsible.



## SECTION M

# EVALUATION FACTORS FOR AWARD

## M.1 EVALUATION OF PROPOSALS

M.1.1 GENERAL. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

### M.1.2 BASIS FOR AWARD.

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation procedures are set forth below:

(a) INITIAL EVALUATION. The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may reject proposals which are missing a significant amount of the required information.

(b) TECHNICAL EVALUATION. After the Initial Evaluation, the Government will review those proposals remaining for consideration to determine technical acceptability. The Government will consider the following evaluation criteria in determining the acceptability of the technical proposal. To be considered technically acceptable, the technical proposal must provide the information requested in Section L and conform to the requirements of the solicitation.

- The Proposed Work Information described in L.5.2.3 (b).
- The qualifications and experience of the offeror's proposed project superintendent and subcontractors.
- Experience and Past Performance (L.5.2.3. (b)). The Government may contact references to verify the quality of the past performance.
- The performance schedule (bar chart) (Section L.5.2.3.).
- Responses to all other technical requirements contained in the solicitation.

(c) The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;

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- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.5.

**M.1.3 AWARD SELECTION**

The Government will review the prices of all technically acceptable firms and award the contract to the lowest priced, technically acceptable, responsible offeror.

**M.2 AWARD WITHOUT DISCUSSIONS**

Under FAR provision 52.215-1 (included in Section L of this RFP), award of this contract may be made based on initial proposals and without holding discussions, following FAR 15.306(a) (3).